

# **L.E. CARPENTER**

## **& COMPANY**

33587 Walker Road  
Avon Lake, Ohio 44012

June 5, 2015

VIA CERTIFIED MAIL

Chief, Central New York Remediation Section  
Emergency and Remedial Response Division  
U.S. Environmental Protection Agency  
290 Broadway, 20<sup>th</sup> Floor  
New York, New York 10007-1866  
Attn.: L.E. Carpenter Superfund Site Remedial  
Project Manager

New Jersey Department of Environmental Protection  
401 East State Street  
Trenton, New Jersey 08625  
Attn.: Site Manager, L.E. Carpenter Superfund Site

New Jersey Superfund Branch  
Office of Regional Counsel  
U.S. Environmental Protection Agency  
290 Broadway, 20<sup>th</sup> Floor  
New York, New York 10007-1866  
Attn.: L.E. Carpenter Superfund Site, Site Attorney

**Re: In the Matter of: Dayco Corporation/L.E. Carpenter Superfund Site, U.S. EPA Region II CERCLA  
Docket No. 02-2009-2027**

To Whom It May Concern:

In compliance with the above-referenced administrative order, as amended, please be advised the L.E. Carpenter & Company has conveyed a portion of its real estate at the Dayco Corporation/L.E. Carpenter Superfund Site, as set forth in the enclosed two (2) copies of a bargain and sale deed with covenants against grantor's acts. L.E. Carpenter & Company remains the owner of the balance of the real estate at the site.

Should you have any further questions regarding this matter, please let me know.

Very truly yours,

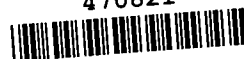


Robert K. James  
Secretary

Enclosures

Cc: Ernie Schaub, President (via email)

470821



**PREPARED BY:**  
Thompson Hine LLP  
335 Madison Avenue  
New York, New York 10017  
Attention: Karen M. Kozlowski, Esq.

**BARGAIN AND SALE DEED WITH COVENANTS AGAINST GRANTOR'S ACTS**

THIS BARGAIN AND SALE DEED WITH COVENANTS AGAINST GRANTOR'S ACTS (this "Deed") is made as of June 3, 2015, between L.E. CARPENTER & COMPANY, a Delaware corporation, having an address at 33587 Walker Road, Avon Lake, Ohio 44012 (referred to as "Grantor"), and 170 NORTH MAIN STREET LLC, a New Jersey limited liability company, having an address at 40 Fernwood Road, Wantage, New Jersey 07461 (referred to as "Grantee"). The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. Grantor grants and conveys the property (called the "Property") described below to Grantee. This transfer is made for the sum of One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00). Grantor acknowledges receipt of this money.
2. Tax Map Reference.  
Borough of Wharton  
Block No. 301 Part of Lot No. 1

☒ No property tax identification number is available on the date of this Deed. (Check box if applicable.)

3. Property. Subject to the County Documents (as defined in Exhibit B attached hereto and made a part hereof), the Property consists of the land located in the Borough of Wharton, County of Morris and State of New Jersey and more particularly described on Exhibit A attached hereto and made a part hereof, together with all easements, rights and privileges appurtenant thereto, and all of Grantor's right, title and interest, if any, in and to any land lying in the bed of any street, avenue or alley, open or closed, in front of, abutting or adjoining such parcel of real property (the "Land") and, subject to certain rights of the County of Morris as set forth in the County Documents, all improvements of every kind and description located on the Land, including, without limitation, all buildings and structures located thereon, together with all building fixtures and appurtenances located in and affixed to such improvements on the date hereof (the "Improvements").

The street address of the Property is: 170 North Main, Borough of Wharton, New Jersey

Being a portion of the property as conveyed to L.E. Carpenter & Company by Deed from Laurence E. Carpenter, Mildred N. Carpenter, James V. Medici, George Lucas, Jr.,

Samuel S. Simonetti and David Goodman, Trustees in Dissolution of Wharton Realty Company, a New Jersey corporation, dated August 5, 1946 and recorded August 15, 1946 in the Morris County Clerk's Office (the "Clerk's Office") in Book P-41 of Deeds, Page 477 and by Deed from L.E. Carpenter & Company, a New Jersey corporation, to L.E. Carpenter & Company, a Delaware corporation, dated August 11, 1967 and recorded August 11, 1967 in Book 2033, Page 981 in the Clerk's Office, less and except certain property conveyed to the County of Morris, a body politic of the State of New Jersey, by Grantor pursuant to that certain Deed of Dedication dated March 10, 2011 and recorded November 19, 2014 in Deed Book 22623, Page 152 with the Morris County Clerk's Office.

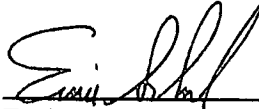
4. Covenants of Grantor. Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that during the period that Grantor has owned title to the Property, it has not done or suffered to be done anything whereby title of the Property hereby granted is, or may be, in any manner encumbered or charged, changed, altered or defeated in any way whatsoever, except as set forth on Exhibit B attached hereto and made a part hereof (the "Permitted Encumbrances"); and that subject to such Permitted Encumbrances, the Grantor will warrant the title against all persons claiming under it and forever defend the Property against all persons lawfully claiming by, through or under the Grantor, but not otherwise.
5. Waiver, Covenant and Reservation. Grantee, on behalf of itself and all future owners and occupants of the Property, waives and releases Grantor, its officers, directors, shareholders, employees and affiliates (the "Related Parties") from all claims arising under any Environmental Laws (defined below) or relating to any Hazardous Material (defined below) located in, on, under or around the Property, except to the extent of Grantor's obligations under Section 5(c) of that certain Purchase Agreement by and between Grantor and Grantee, dated as of March 30, 2015 (the "Purchase Agreement"), and Buyer hereby indemnifies, and agrees to defend and hold harmless the Related Parties from any loss, cost, expense, obligation, damage, liability claim, demand or other injury relating to any Environmental Law or Hazardous Material arising after the date hereof. "Hazardous Material" shall mean any hazardous substances within the meaning of Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601(14) ("CERCLA") or any pollutant, contaminant, waste, fungi (or other mold), chemical or other toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substance, waste or material, including, without limitation, petroleum, petroleum derivatives, petroleum by-products or other hydrocarbons, asbestos-containing materials and polychlorinated biphenyls. For the purposes hereof, the term "Environmental Laws" shall mean any applicable federal, state and local law (including common law), judicial decision, permit, statute, ordinance, rule, regulation, code, order, guidance, judgment, decree and injunction relating to (a) the protection of the environment or natural resources (including, without limitation, air, water, surface water, groundwater, drinking water and surface or subsurface land), (b) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, protection, release or disposal of, pollutants, contaminants, wastes or chemicals or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substance, waste or material or (c) the effect of the environment

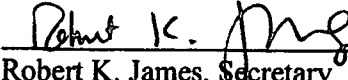
on human health or safety. Notwithstanding anything to the contrary in this Section 5, this Section 5 shall not apply to or release Grantor from Seller's Post-Closing Lien Responsibilities or Seller's Post-Closing Remediation Responsibilities (as such terms are defined in the Purchase Agreement). Further, Grantee agrees, as to pre-Closing and post-Closing (as "Closing" is defined in the Purchase Agreement) periods, at Seller's request, to the imposition promptly of reasonable deed restrictions on the Property and to any deed restrictions required in connection with the Consent Orders (as defined in the Purchase Agreement) or otherwise pursuant to Environmental Laws or by governmental authorities. The foregoing waiver, reservation covenant and release shall be binding upon Grantee and all future owners and occupants of the Property.

6. Easement. Grantor hereby reserves to itself, its successors and assigns a perpetual, non-exclusive easement (the "Easement") over and upon the Property for the purpose of conducting continued operation of monitoring wells and further environmental remediation (a) as may be required from time to time (i) pursuant to Grantor's performance of its post-closing obligations under the Purchase Agreement regarding the Property, (ii) by Environmental Laws, including but not limited to the Consent Orders, or (iii) in the event that Grantee, its successors and assigns fail to do so, in connection with Grantee's responsibilities for post-closing environmental conditions under the Purchase Agreement; or (b) as may be deemed necessary or desirable by Grantor to satisfy its environmental responsibilities whether under the Purchase Agreement, this Deed or otherwise. This Easement shall touch and concern the Property, run with the land and with the title to the Property and shall apply to and be binding upon and inure to the benefit of Grantor and its successors and assigns.
7. Signatures. This Deed is signed and attested to by Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

[Signatures on following page]

L.E. CARPENTER & COMPANY, a  
Delaware corporation

  
Ernie Schaub, President (SEAL)

  
Robert K. James, Secretary

STATE OF OHIO,

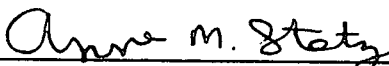
SS:

COUNTY OF LORAIN

I CERTIFY that on June 1, 2015

Ernie Schaub, as the President of L.E. CARPENTER & COMPANY, a Delaware corporation,  
and Robert K. James, as the Secretary of L.E. CARPENTER & COMPANY, a Delaware  
corporation, personally came before me and each stated to my satisfaction that he:

- (a) was the maker of the attached deed;
- (b) was authorized to and did execute this deed as the President or Secretary, as applicable, of  
L.E. Carpenter & Company, a Delaware limited liability company, the entity named in this deed;
- (c) this deed was made for \$175,000.00 as the full and actual consideration paid or to be paid for  
the transfer of title (such consideration is defined in N.J.S.A. 46:15-5); and
- (d) this Deed was executed as the act of the entity.

  
(Print name and title below signature)  
(Notary)



**ANNE M. STETZ**  
Notary Public  
State of Ohio  
Recorded in  
Lorain County  
My Comm. Exp. 3/3/18

EXHIBIT A TO DEED

DESCRIPTION OF THE PROPERTY

DYKSTRA WALKER  
DESIGN  GROUP

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ENGINEERING, ENVIRONMENTAL SERVICES, PLANNING, SURVEYING

Revised May 19, 2015  
April 30, 2015

Project No. 08083

**DESCRIPTION OF THE NORTHERLY PORTION OF  
LOT 1 - BLOCK 301  
BOROUGH OF WHARTON, MORRIS COUNTY, NEW JERSEY**

Commencing at a MAG nail with washer set in the sidewalk at the point of intersection of the southerly right-of-way line of Ross Street (40' right-of-way per tax map) with the easterly right-of-way line of North Main Street (40' right-of-way per tax map), running, thence;

1. Northerly along said Ross Street right-of-way, a curve to the right having a radius of 25.00 feet, an arc length of 60.27 feet, and a central angle of 138°08'00" (chord - N 03°27'45" E, 46.70 feet) to an iron pin and cap set at a point of tangency, thence;
2. N 72°31'45" E, 251.68 feet along the same to an iron pin and cap set, thence;
3. N 73°26'57" E, 594.64 feet along the same and Lots 2 and 2.01, Block 301 to a corner marker to be set in the northwesterly right-of-way line of North Main Street Extension (66' right-of-way), thence;
4. Southwesterly along said right-of-way line, a non-tangent curve to the right having a radius of 317.00 feet, an arc length of 78.08 feet, and a central angle of 14°06'45" (chord - S 43°37'40" W, 77.88 feet) to a point of tangency, thence;
5. S 50°41'02" W, 614.22 feet along the same, thence;
6. Westerly along the same, a non-tangent curve to the right having a radius of 32.23 feet, an arc length of 44.46 feet, and a central angle of 79°02'17" (chord - N 89°31'15" W, 41.02 feet) to a point of tangency, thence;
7. N 50°00'07" W, 40.56 feet along the same, thence;
8. S 38°53'52" W, 2.21 feet along the same to a MAG nail with washer set in the sidewalk in the easterly right-of-way line of North Main Street, thence;
9. N 51°06'08" W, 38.73 feet along said North Main Street right-of-way line, thence;
10. N 55°06'15" W, 81.49 feet along the same, thence;

21 BOWLING GREEN PARKWAY, SUITE 201 • LAKE HOPATCONG, NJ 07942  
PHONE (973) 663-0000 • FAX (973) 663-0042 • [www.dykstrawalker.com](http://www.dykstrawalker.com)

**DYKSTRA WALKER DESIGN GROUP**

PROJECT NO. 08083  
DESCRIPTION  
BLOCK 301, LOT 1 NORTH  
MAY 20, 2015  
PAGE 2 OF 2

11. N 61°06'15" W, 79.67 feet along the same, thence;

12. N 65°36'15" W, 48.05 feet along the same to the point or place of beginning.

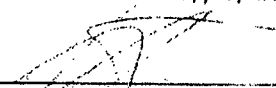
Containing 128,674 square feet or 2.954 acres of land, more or less.

Subject to a sewer easement as described in Deed Book 2503, Page 702 and to drainage easements, a temporary construction easement and a sewer easement shown/described in Deed Book 22623, Page 152.

Subject to any other easements or restrictions that may exist.

Being known as the northerly remainder of Block 301, Lot 1 as shown on map entitled "Plans For North Main Street Extension, The Borough Of Wharton, Morris County, New Jersey", prepared by T&M Associates, last revised 2/24/10. The bearings for this description are in accordance with New Jersey State Plane Coordinate System NAD 83 per said plans.

The above description is based on a map entitled "Boundary Survey Plan, Block 301, Northerly Portion of Lot 1, North Main Street Extension, North Main Street and Ross Street, Borough of Wharton, Morris County, New Jersey", dated 4/30/15, last revised 5/19/15, prepared by Dykstra Walker Design Group.

  
\_\_\_\_\_  
Kenneth D. Dykstra, Professional Land Surveyor  
New Jersey License No. 24GB03297200

21 BOWLING GREEN PARKWAY, SUITE 209 • LAKE HOPATCONG, NJ 07849  
PHONE (973) 663-6540 • FAX (973) 663-0042 • [www.dykstrawalker.com](http://www.dykstrawalker.com)

EXHIBIT B TO DEED

PERMITTED ENCUMBRANCES

- (1) Real estate taxes and assessments which are a lien but not yet due and payable;
- (2) Building and zoning ordinances and regulations;
- (3) All easements, restrictions, conditions and other matters of record;
- (4) Any matters that would be shown on a survey of the Premises;
- (5) Deed of Dedication (the "Deed of Dedication") granted by Grantor to the County of Morris, a body politic of the State of New Jersey, (the "County") dated March 10, 2011 and recorded November 19, 2014 in Deed Book 22623, Page 152 with the Morris County Clerk's Office (the "Clerk's Office"); Drainage Easement between Grantor and the County dated March 10, 2011 and recorded November 19, 2014 in EAS - OR Book 22623, Page 136 with the Clerk's Office and Temporary Construction Easement between Grantor and the County dated March 10, 2011 and recorded November 19, 2014 in EAS - OR Book 22623, Page 121 with the Clerk's Office (collectively, the "Easement Agreements"); and agreement between Grantor and the County dated October 22, 2014 (the "County Agreement") and available from Grantor, a copy of which has been provided to Grantee. The Deed of Dedication, the County Easements and the County Agreement, collectively, are referred to as the "County Documents". Without limiting the foregoing or the terms of the County Documents, Grantee acknowledges that, as provided in the Purchase Agreement, the County may demolish any buildings and/or improvements on the North Main Street Extension and also may demolish buildings and/or other improvements located on the property encumbered by the County Easements;
- (6) New Jersey Department of Environmental Protection, Division of Water Resources Amended Administrative Consent Order dated September 26, 1986;
- (7) United States Environmental Protection Agency Administrative Order dated August 19, 2009 as amended September 2, 2009; and
- (8) Judgments held by the Administrator of the New Jersey Spill Compensation Fund, New Jersey Department of Environmental Protection in the Superior Court of New Jersey, Mercer County, Judgment Numbers DJ-067739-1999 and DJ-134515-12.



**PREPARED BY:**  
Thompson Hine LLP  
335 Madison Avenue  
New York, New York 10017  
Attention: Karen M. Kozlowski, Esq.

**BARGAIN AND SALE DEED WITH COVENANTS AGAINST GRANTOR'S ACTS**

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2. Tax Map Reference.  
Borough of Wharton  
Block No. 301 Part of Lot No. 1

☒ No property tax identification number is available on the date of this Deed. (Check box if applicable.)

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The street address of the Property is: 170 North Main, Borough of Wharton, New Jersey

Being a portion of the property as conveyed to L.E. Carpenter & Company by Deed from Laurence E. Carpenter, Mildred N. Carpenter, James V. Medici, George Lucas, Jr.,

Samuel S. Simonetti and David Goodman, Trustees in Dissolution of Wharton Realty Company, a New Jersey corporation, dated August 5, 1946 and recorded August 15, 1946 in the Morris County Clerk's Office (the "Clerk's Office") in Book P-41 of Deeds, Page 477 and by Deed from L.E. Carpenter & Company, a New Jersey corporation, to L.E. Carpenter & Company, a Delaware corporation, dated August 11, 1967 and recorded August 11, 1967 in Book 2033, Page 981 in the Clerk's Office, less and except certain property conveyed to the County of Morris, a body politic of the State of New Jersey, by Grantor pursuant to that certain Deed of Dedication dated March 10, 2011 and recorded November 19, 2014 in Deed Book 22623, Page 152 with the Morris County Clerk's Office.

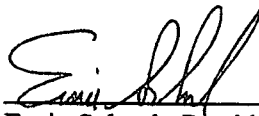
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on human health or safety. Notwithstanding anything to the contrary in this Section 5, this Section 5 shall not apply to or release Grantor from Seller's Post-Closing Lien Responsibilities or Seller's Post-Closing Remediation Responsibilities (as such terms are defined in the Purchase Agreement). Further, Grantee agrees, as to pre-Closing and post-Closing (as "Closing" is defined in the Purchase Agreement) periods, at Seller's request, to the imposition promptly of reasonable deed restrictions on the Property and to any deed restrictions required in connection with the Consent Orders (as defined in the Purchase Agreement) or otherwise pursuant to Environmental Laws or by governmental authorities. The foregoing waiver, reservation covenant and release shall be binding upon Grantee and all future owners and occupants of the Property.

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7. Signatures. This Deed is signed and attested to by Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

[Signatures on following page]

L.E. CARPENTER & COMPANY, a  
Delaware corporation

 (SEAL)  
Ernie Schaub, President

  
Robert K. James, Secretary

STATE OF OHIO,

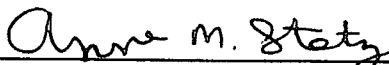
SS:

COUNTY OF LORAIN

I CERTIFY that on June 1, 2015

Ernie Schaub, as the President of L.E. CARPENTER & COMPANY, a Delaware corporation,  
and Robert K. James, as the Secretary of L.E. CARPENTER & COMPANY, a Delaware  
corporation, personally came before me and each stated to my satisfaction that he:

- (a) was the maker of the attached deed;
- (b) was authorized to and did execute this deed as the President or Secretary, as applicable, of  
L.E. Carpenter & Company, a Delaware limited liability company, the entity named in this deed;
- (c) this deed was made for \$175,000.00 as the full and actual consideration paid or to be paid for  
the transfer of title (such consideration is defined in N.J.S.A. 46:15-5); and
- (d) this Deed was executed as the act of the entity.

  
(Print name and title below signature)  
(Notary)



**ANNE M. STETZ**  
Notary Public  
State of Ohio  
Recorded in  
Lorain County  
My Comm. Exp. 3/3/18

EXHIBIT A TO DEED

DESCRIPTION OF THE PROPERTY

DYKSTRA WALKER  
DESIGN  GROUP

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ENGINEERING, ENVIRONMENTAL SERVICES, PLANNING, SURVEYING

Revised May 19, 2015  
April 30, 2015

Project No. 08083

**DESCRIPTION OF THE NORTHERLY PORTION OF  
LOT 1 - BLOCK 301  
BOROUGH OF WHARTON, MORRIS COUNTY, NEW JERSEY**

Commencing at a MAG nail with washer set in the sidewalk at the point of intersection of the southerly right-of-way line of Ross Street (40' right-of-way per tax map) with the easterly right-of-way line of North Main Street (40' right-of-way per tax map), running, thence;

1. Northerly along said Ross Street right-of-way, a curve to the right having a radius of 25.00 feet, an arc length of 60.27 feet, and a central angle of 138°08'00" (chord - N 03°27'45" E, 46.70 feet) to an iron pin and cap set at a point of tangency, thence;
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**DYKSTRA WALKER DESIGN GROUP**

PROJECT NO. 08083  
DESCRIPTION  
BLOCK 301, LOT 1 NORTH  
MAY 20, 2015  
PAGE 2 OF 2

11. N 61°06'15" W, 79.67 feet along the same, thence;

12. N 65°36'15" W, 48.05 feet along the same to the point or place of beginning.

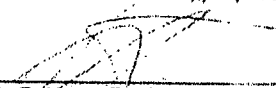
Containing 128,674 square feet or 2.954 acres of land, more or less.

Subject to a sewer easement as described in Deed Book 2503, Page 702 and to drainage easements, a temporary construction easement and a sewer easement shown/described in Deed Book 22623, Page 152.

Subject to any other easements or restrictions that may exist.

Being known as the northerly remainder of Block 301, Lot 1 as shown on map entitled "Plans For North Main Street Extension, The Borough Of Wharton, Morris County, New Jersey", prepared by T&M Associates, last revised 2/24/10. The bearings for this description are in accordance with New Jersey State Plane Coordinate System NAD 83 per said plans.

The above description is based on a map entitled "Boundary Survey Plan, Block 301, Northerly Portion of Lot 1, North Main Street Extension, North Main Street and Ross Street, Borough of Wharton, Morris County, New Jersey", dated 4/30/15, last revised 5/19/15, prepared by Dykstra Walker Design Group.

  
Kenneth D. Dykstra, Professional Land Surveyor  
New Jersey License No. 24GB03297200

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EXHIBIT B TO DEED

PERMITTED ENCUMBRANCES

- (1) Real estate taxes and assessments which are a lien but not yet due and payable;
- (2) Building and zoning ordinances and regulations;
- (3) All easements, restrictions, conditions and other matters of record;
- (4) Any matters that would be shown on a survey of the Premises;
- (5) Deed of Dedication (the "Deed of Dedication") granted by Grantor to the County of Morris, a body politic of the State of New Jersey, (the "County") dated March 10, 2011 and recorded November 19, 2014 in Deed Book 22623, Page 152 with the Morris County Clerk's Office (the "Clerk's Office"); Drainage Easement between Grantor and the County dated March 10, 2011 and recorded November 19, 2014 in EAS - OR Book 22623, Page 136 with the Clerk's Office and Temporary Construction Easement between Grantor and the County dated March 10, 2011 and recorded November 19, 2014 in EAS - OR Book 22623, Page 121 with the Clerk's Office (collectively, the "Easement Agreements"); and agreement between Grantor and the County dated October 22, 2014 (the "County Agreement") and available from Grantor, a copy of which has been provided to Grantee. The Deed of Dedication, the County Easements and the County Agreement, collectively, are referred to as the "County Documents". Without limiting the foregoing or the terms of the County Documents, Grantee acknowledges that, as provided in the Purchase Agreement, the County may demolish any buildings and/or improvements on the North Main Street Extension and also may demolish buildings and/or other improvements located on the property encumbered by the County Easements;
- (6) New Jersey Department of Environmental Protection, Division of Water Resources Amended Administrative Consent Order dated September 26, 1986;
- (7) United States Environmental Protection Agency Administrative Order dated August 19, 2009 as amended September 2, 2009; and
- (8) Judgments held by the Administrator of the New Jersey Spill Compensation Fund, New Jersey Department of Environmental Protection in the Superior Court of New Jersey, Mercer County, Judgment Numbers DJ-067739-1999 and DJ-134515-12.